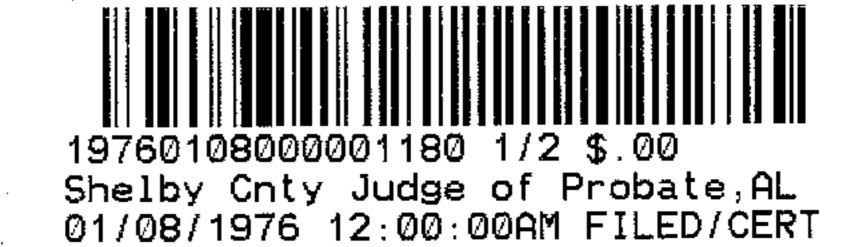
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## TIMBER LICENSE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS THE 18 th

STATE OF ALABAMA )
COUNTY OF SHELBY



day of <u>December</u> , 1975, by and between LUCK A	ND GORDON,
hereinafter referred to as the OWNER, and	
A. B. Brown.	
hereinafter referred to as the PURCHASER:	
WITNESSETH THAT:	
Owner in consideration of the covenants of SER hereby grants unto Purchaser the right to cut and timber and Purchaser agrees to cut and remove all such that is hereafter designated for cutting by Owner to the following described lands in Shelby County, Alaba The NW\$\frac{1}{4}\$ of the SW\$\frac{1}{4}\$ of Section 11 and the NE\$\frac{1}{4}\$ of the S 10 of Township 24 Range 12 East. All merchantable putrees 9" D.B.H. and greater which will produce at least merchantable logs is hereby designated for cutting exhereby reserves an average of 4 seed trees per acre do a paint ring breast high and a paint spot at ground 1 cutting of or damage to these seed trees shall be painted in damages in addition to any other compensation. Another Timber License Agreement is being entered into between Owner and Gulf States Paper Corporation which cutting and removeing of pine pulpwood trees and the going described saw timber trees which trees and tops ft. or more of merchantable pulpwood, the smallest entered inches. It is understood and agreed that all tops	ch timber ocated upon ama, to-wit: Et of Section ine saw timber st 20 feet of cept that Owner esignated by evel. Any d for at \$10.00 hereunder. to this same date tops of the fore contain 20 lin. d of which is

The right to cut and remove timber as herein granted and licensed is made expressly subject to the following terms and conditions which are a part of the consideration hereof:

lin. ft. shall be included and designated for cutting under this

by one Irwin Horton, No hardwood is designated for cutting.

agreement; and, that all logging under both agreements will be done

(1). Owner reserves the right to designate as saw logs all merchantible logs obtainable from such timber which will have an 8 inch diameter as the small end.

Scribner Decimal C scale for pine saw logs as designated and not incld. per 1,000 board feet Scribner Decimal C scale for hard-wood logs so designated. Purchaser agrees to pay for all other timber, which shall be designated pulpwood, \$5.00 per cord of 128 Cu. Ft. for hardwood.

Purchaser shall deposit with the owner, at the time of signing this Agreement, \$\frac{5}{none}\$ for the faithful performance of this agreement, which amount shall be applied to the payment for the last timber cut hereunder provided this agreement is faithfully performed by the Purchaser; otherwise, it shall be retained by the Cuner as damages.

Payment shall be made weekly and dray tickets shall be furnished to the Cwner.

NEW TIME ON

## TIBER LICENSE AGREEMENT

- 2. Owner warrants the title to the timber to be cut hereunder and agrees to defend same against any and all claims arising out of the title thereto.
- 3. Purchase agrees to immediately suppress and assist Owner on fires originating in area of this timber.
- 4. Owner grants unto Furchaser the right of ingress and egress over Owner's land as may be necessary forthe exercise by Purchaser of its rights hereunder; the Purchaser, however, in the exercise of such rights of ingress shall, as far as possible, use existing roads.
- 5. All camps, corrals, sawmill sites, lumber yards, or other structures or improvements erected by the Purchaser shall be located in ares designated by Owner. Camps, corrals, lumber yards or other structures or improvements erected by Purbhaser shall be removed by the Purchaser at the termination of cutting operations.
- 6. All tress not designated for cutting shall be protected against unnecessary injury in felling, skidding or hauling operations and no unnecessary cutting or slashing of young trees shall be made in felling or logging operations.
- 7. Unless written extension of time is granted all timber to be cut hereunder shall be cut, and removed and paid for on or before let day of July and upon such date or upon the date to which extension is granted, all right had interest of the purchaser hereunder and in the timber or pulpwood of Owner on the lends described herein shall chase and terminate.
- 8. It is mutually agreed and understood that the Purchaser shall conduct all operations hereunder in accordance with good forestry practices, shall furnish all equipment therefor and shall, except as expressly provided herein, assume the entire management of cutting operations, and that Owner shall not be liable for any claims for damages which ray arise on account of the exercise by the Purchaser of rights herein granted and Purchaser shall and does hareby idemnify, protect and save harmless the Owner from all loss, Owner on account of the exercise by the Purchaser of its rights here-under.
- 9. This agreement sha'l inure to and be binding upon the respective heirs, sucessors and assigns of the arties hereto, as well as the parties themselves, by the Purchaser shall not assign or transfer any rights herein granted without first procuring in writing the cons ent of Cwner thereto.

10. This agreement may be terminated for default or breaches by either party after giving ten days written notice.

INWITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate, on the day and year first mentioned as the date hereof.

WITNESS:

13. And I have been a second

LUCK ANT GORDON (SEAL) & co

(SEAL)

197601080000001180 2/2 \$.00 Shelby Cnty Judge of Probate, AL 01/08/1976 12:00:00AM FILED/CERT

Premasar.